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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DEVADA BURNS,

Plaintiff,

vs.

EXPERIAN INFORMATION
SOLUTIONS, INC., et al.,

Defendants.

Case No: 2:17-cv-01508-RGK-RAO

**JOINT REPORT OF THE RULE
26(f) MEETING**

In accordance with Federal Rule of Civil Procedure 26(f), Plaintiff, Devada Burns (“Plaintiff”) and counsel for Equifax Information Services LLC (“Equifax”), Experian Information Solutions, Inc. (“Experian”), and Southwest Credit Systems, LP (“Southwest”) have conferred and submit the following report of their meeting for the Court’s consideration:

1. Basis for the Court’s Subject Matter Jurisdiction; Personal Jurisdiction and Venue; Parties to be Served

A. Basis for the Court’s Subject Matter Jurisdiction: Federal question pursuant to 28 U.S.C. §1331 and the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*

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1 **B. Issues Regarding Personal Jurisdiction or Venue:** none
 2 known at this time.

3 **C. Parties to be Served:** All parties have been served.

4 **2. Chronology of Facts**

5 Equifax:

6 Equifax asserts that it maintains reasonable policies and procedures to assure
 7 the maximum possible accuracy of the consumer reports it issues to third parties.
 8 Equifax likewise asserts that it conducted a reasonable reinvestigation of Plaintiff's
 9 dispute. In connection with a fraud referral that Equifax received from Experian,
 10 Equifax prepared and sent an ACDV to Southwest who confirmed Plaintiff's
 11 personal identifying information. Plaintiff never submitted a direct dispute to
 12 Equifax.

13 Experian:

14 Plaintiff and Experian have reach an agreement on all material terms
 15 required to settle all of Plaintiff's claims against Experian pending in this action.

16 Defendant Experian is a consumer credit reporting agency, as that term is
 17 defined by the FCRA. Experian essentially functions as a storehouse of credit
 18 information concerning hundreds of millions of consumers nationwide, collecting
 19 and storing credit information originated by others. Experian does not generate
 20 credit information itself, nor does it make loans, decide who should receive credit,
 21 or set loan terms.

22 The FCRA is not a strict liability statute and does not require Experian to
 23 maintain error free credit reporting. Rather, Experian must maintain and follow
 24 reasonable procedures to assure the maximum possible accuracy of the information
 25 it reports on consumers. In recognizing that no credit reporting system can be error
 26 free, Congress specifically provided consumers with the ability to contact credit
 27 reporting agencies to dispute information appearing on their credit disclosures. In
 28 many instances, Experian's procedures to ensure the maximum possible accuracy

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1 of the information it reports requires notice from a consumer to alert Experian of a
 2 potential inaccuracy. Experian's reasonable procedures were followed at all times
 3 with respect to Plaintiff's credit file. Experian therefore has no liability in this case.

4 Southwest:

5 Southwest denies that it violated the Fair Debt Collection Practices Act
 6 ("FDCPA"), 15 U.S.C. § 1692, et seq., or the Fair Credit Reporting Act ("FCRA"),
 7 15 U.S.C. § 1681, et seq., or any other laws. Defendant maintained reasonable
 8 procedures to comply with the FDCPA and FCRA at all times. Additional
 9 affirmative defenses are contained in Southwest's Answer to Plaintiff's Complaint.

10
 11 **3. Disputed Points of Law**

12 Equifax:

13 The primary legal issues include whether there was any violation of the
 14 FCRA with respect to Equifax as alleged by Plaintiff, which Equifax denies,
 15 whether Plaintiff suffered any damage as a result of any alleged violation of the
 16 FCRA, whether Equifax proximately caused Plaintiff's alleged damages, whether
 17 Plaintiff is entitled to recover any actual damages pursuant to 15 U.S.C. § 1681o,
 18 and whether Plaintiff is entitled to recover any statutory and/or punitive damages
 19 pursuant to 15 U.S.C. § 1681n.

20 Experian:

21 Plaintiff and Experian have reach an agreement on all material terms
 22 required to settle all of Plaintiff's claims against Experian pending in this action.

23 The primary legal issues with respect to Experian are whether, with respect
 24 to Plaintiff, it employed reasonable procedures, which it maintains it did and thus,
 25 Plaintiff's damages, if any, cannot be contributed to Experian.

26 Southwest:

27 The primary legal issues include whether there was any violation of the
 28 FCRA and FDCPA with respect to Southwest as alleged by Plaintiff, which

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Southwest denies; whether Plaintiff suffered any damages as a result of any alleged violations; whether Southwest proximately caused Plaintiff's alleged damages; whether Plaintiff is entitled to recover any actual damages for violations of the FCRA pursuant to 15 U.S.C. § 1681(a)(1)(A); 1681o(a)(1); whether Plaintiff is entitled to recover any statutory and/or punitive damages for violations of the FCRA pursuant to 15 U.S.C. § 1681n; whether Plaintiff is entitled to recover attorneys' fees for violations of the FCRA pursuant to 15 U.S.C. § 1681n and/or 1681o; whether Plaintiff is entitled to recover any actual damages for violations of the FDCPA pursuant to 15 U.S.C. § 1692k(a)(1); whether Plaintiff is entitled to recover any statutory and attorneys' fees for violations of the FDCPA pursuant to 15 U.S.C. § 1692k(a)(2)(A) and 1692k(a)(3).

4. Prior/Pending Motions and Anticipated Motions

The parties do not have any prior or pending motions. If the case does not settle, Defendants anticipate filing motions for summary judgment.

5. Addition or Dismissal of Parties, Claims, and/or Defenses and Deadline to Amend the Pleadings

The parties do not anticipate the addition of any other parties. The parties propose August 14, 2017 as the deadline to amend pleadings.

6. Initial Disclosures

The parties will serve initial disclosures 14 days after the Court's ruling on its Order to Show Cause regarding a potential stay in the proceedings. (Doc. 17).

7. Discovery

The parties have not yet begun discovery. Plaintiff has requested that the parties have at least 120 days to complete discovery.

The parties anticipate taking discovery on the allegations in Plaintiff's amended complaint as well as the issues raised by the answers and defenses filed by Defendants.

The parties propose a limit of 35 Requests for Production of Documents and Requests for Admissions.

The parties propose the following discovery dates:

- A. Plaintiff's expert disclosure due: January 26, 2018
- B. Defendant's expert disclosure due: February 26, 2018
- C. Fact and expert discovery cutoff: March 26, 2018

8. Related Cases

The parties are not aware of any related cases or proceedings.

9. Relief Sought and Calculation of Damages

[for Plaintiff to insert]

10. Certification of Interested Parties or Persons and Restatement of Certification

Equifax

Equifax is a wholly-owned subsidiary of Equifax Inc., which is a publicly traded company.

Experian

1. Parent Companies: The ultimate parent company of Experian is Experian plc.
2. Subsidiaries Not Wholly Owned: The following companies are the US-based subsidiaries of Experian plc that are not wholly owned:
 - (a) Central Source LLC
 - (b) Online Data Exchange LLC
 - (c) New Management Services LLC
 - (d) VantageScore Solutions LLC
 - (e) Opt-Out Services LLC
3. Publicly Held Companies: Experian plc owns 100 percent of Experian. Experian plc is registered as a public company in Jersey, Channel Islands, and is publicly traded on the London Stock Exchange.

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1 Southwest

2 Southwest has no publicly held parent company and there are no publicly
3 held companies that hold a ten percent (10%) or more ownership interest in
4 Southwest.

5 **11. Dates**

6 A. Completion of Discovery: March 26, 2018

7 B. Dispositive Motion Filing Deadline: April 24, 2018

8 C. Final Pretrial Conference: June 25, 2018

9 D. Trial Date: July 24, 2018

10 **12. Jury Trial and Estimate of Time for Trial**

11 Plaintiff, Experian and Equifax request a jury trial and estimate 3 days for the
12 length of trial. Southwest has not yet demanded a trial by jury, but reserves the
13 right to do so.

14 **13. Settlement**

15 Plaintiff has engaged in settlement discussions with Equifax . Plaintiff and
16 Southwest have reached an agreement on all material terms required to settle all of
17 Plaintiff's claims against Southwest pending in this action.. Plaintiff and Experian
18 have reach an agreement on all material terms required to settle all of Plaintiff's
19 claims against Experian pending in this action.

20 **14. Use of Manual on Complex Litigation**

21 The Parties do not believe this case requires the use of the Manual on
22 Complex Litigation.

23 **15. Dispositive or Partially Dispositive Motions**

24 If the case does not settle, Defendants anticipate filing motions for summary
25 judgment.

26 **16. Unusual Legal Issues**

27 The parties are not aware of any unusual legal issues at this time.

1 **17. Severance, Bifurcation, or Other Ordering of Proof**

2 The parties do not believe severance, bifurcation, or other ordering of proof
3 is necessary at this time.

4
5 Dated: August 7, 2017
6
7

8 **Signature Attestation**

9 I Thomas P. Quinn, Jr. attest that all other signatories listed, and on whose
10 behalf the filing of this joint report is submitted, concur in the content of this joint
11 report and have authorized its filing.

12 August 7, 2017

/s/ Thomas P. Quinn, Jr.
THOMAS P. QUINN, JR.

1
2 /s/ Thomas P. Quinn, Jr.

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10 /s/ Lisa M. Poladian-Melzer

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18 /s/Brett Brandon Goodman

19 Behzad Ben Mohandesi
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22 633 West Fifth Street
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24 Los Angeles, CA 90071
25 ***Counsel for Defendant Southwest***
26 ***Credit Systems, LP***

CERTIFICATE OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Orange, State of California, and not a party to the above-entitled cause.

On **August 7, 2017**, I served a true copy of **JOINT REPORT OF THE RULE 26(f) MEETING**;

☐ By personally delivering it to the persons(s) indicated below in the manner as provided in Federal Rule of Civil Procedure 5(B);

☒ By depositing it in the United States Mail in a sealed envelope with the postage thereon fully prepaid to the following:

Devada Burns
06321-090
Federal Correctional Institution
PO Box 1000
Otisville, NY 10963-1000
Plaintiff Pro Se

☒ By ECF: On this date, I electronically filed the following document(s) with the Clerk of the Court using the CM/ECF system, which sent electronic notification of such filing to all other parties appearing on the docket sheet;

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

I hereby certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Thomas P. Quinn, Jr.
THOMAS P. QUINN, JR.

Place of Mailing: Laguna Beach, California.

Executed on **August 7, 2017**, at Laguna Beach, California.

SERVICE LIST

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